

B. Producer agrees to:

- i. Purchase and maintain property and casualty insurance on the Facility in an amount no less than the full cost of replacement of the same.
- ii. Purchase and maintain property and casualty insurance, (in a form acceptable to CF) on all pigs, to include but not be limited to loss due to theft, structural failure or suffocation. Said coverage shall be in an amount no less than the full insurable value of the pigs at market weight (but in no event with limits higher than \$ _____). CF shall be named as a co-loss payee.
- iii. Purchase and maintain comprehensive liability insurance for all injuries or property damage which may occur on the Facility premises. Said policy shall contain minimum limits of \$ _____ for any one person and \$ _____ for any one occurrence and \$ _____ for property damage with CF being named as co-loss payee.
- iv. Indemnify, defend and hold harmless CF and its officers, directors, employees, affiliates, successors and assigns, from all claims, liabilities, actions, losses, damages and expenses (including costs and counsel fees) which may be caused by Producer or which may relate to any of Producer's breach. Producer expressly agrees that manure storage, field application of manure, dead pig disposal, and all rules, regulations and other public or private requirements or obligations with regard to the same or to operation of the facility are solely the responsibility of Producer. If any claim, cause of action, demand or regulatory proceeding is commenced with regard to manure storage, manure application, dead pig disposal, operation of the facility, or acts or omissions related thereto, Producer agrees to defend, indemnify and hold harmless CF from all such claims, actions, demands or proceedings.

7. FORCE MAJEURE.

Neither party shall be liable in any respect for failure, delay in fulfillment or performance of this contract if hindered or prevented, directly or indirectly, by fire, flood, storms or other acts of God.

8. DEFAULT.

- A. Default is a material breach of a term or condition hereof or of any other agreement referred to herein. Upon default, the non-defaulting party must provide 30 days' written notice (or such other time as may be required by law) of the default to the non-default party. If the default is not cured within 30 days then in addition to the option of terminating this Agreement, the non-defaulting party